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8

9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **NORTHERN DIVISION**

12 In re  
13 HVI CAT CANYON, INC.,  
14 Debtor.

Case No. 9:19-bk-11573-MB

Chapter 11

TRUSTEE'S PRE-HEARING BRIEF  
FOR EVIDENTIARY HEARING ON:

TRUSTEE'S MOTION FOR AN  
ORDER AUTHORIZING THE  
ABANDONMENT OF ANY UNSOLD  
ASSETS AND REJECTION OF ANY  
UNSOLD UNEXPIRED LEASES  
AND/OR EXECUTORY  
CONTRACTS

Date: November 9, 2020  
Time: 9:00 a.m.

The hearing will be conducted remotely,  
using ZoomGov video and audio:

URL:  
<https://cacb.zoomgov.com/j/1618078914>  
Meeting ID: 161 807 8914  
Password: 057400  
Telephone Numbers: 1 (669) 254 5252  
or 1 (646) 828 7666

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Michael A. McConnell, the Chapter 11 trustee (“Trustee”) for the estate of HVI Cat Canyon, Inc. (“Debtor”), hereby submits his pre-hearing brief in regard to the evidentiary hearing set by the Court on the Trustee’s *Motion For An Order Authorizing The Abandonment Of Any Unsold Assets And Rejection Of Any Unsold Unexpired Leases And/Or Executory Contracts* (docket no. 1288) (“Abandonment Motion”).

## I.

### INTRODUCTION

The Abandonment Motion seeks Court approval to abandon any unsold personal property and reject any unexpired leases and executory contracts that remain unsold after the Trustee’s sale of substantially all of the Debtor’s assets, which primarily consist of oil and gas interests. Although the Abandonment Motion seeks authority to abandon all unsold assets of the Debtor which the Trustee is unable to sell, there are five leases that Team Maria (defined below) excluded from the sale just prior to the closing, that the Trustee is not seeking to abandon as part of the Abandonment Motion and that will be covered in a future motion to sell and/or abandon.<sup>1</sup> The unsold assets of the Debtor that the Trustee seeks to abandon as part of the Abandonment Motion consist of two general categories: (1) the eight previously disclosed leases and related wells that are not included in the Team Maria or REDU sales, and personal property thereon; and (2) all “orphan wells” in which the Debtor may have an interest.<sup>2</sup>

The Court has already found that the Trustee has met his burden to show that these assets should be abandoned and the burden is now on the objecting parties to

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<sup>1</sup> The leases excluded by Team Maria just prior to closing are: (1) Adam, (2) Bettiga, (3) Laine, (4) Moretti, and (5) RB McFaddin, and, collectively, are referred to as Battles.

<sup>2</sup> An “orphan well” is a well that the Debtor, or a predecessor in interest, may have permitted, drilled or operated at some time in the past. If production ever started, it ended some time ago, pre-petition, and the Debtor no longer has a lease for the property where the well is situated.

1 show that the narrow exception to abandonment set forth in *Midlantic* applies. The  
2 Trustee does not believe that the objecting parties can meet their burden because  
3 abandonment, as proposed by the Trustee, does not pose and, in fact avoids, any  
4 imminent and identifiable harm to public health and safety.

## 6 II.

### 7 FACTS

#### 8 A. History of Requested Relief

9 On or about September 14, 2020, the Trustee filed the underlying  
10 Abandonment Motion. The Abandonment Motion seeks an order authorizing  
11 abandonment of property and rejection of unexpired leases and executory contracts  
12 that remain unsold after the Trustee's sale of a substantial portion of the Debtor's  
13 assets, which primarily consist of oil and gas interests.

14 The Motion was originally filed so that it may be heard on October 5, 2020,  
15 contemporaneously with the Trustee's *Notice of Motion and Motion for Orders: (A)*  
16 *Approving Sale Of Substantially All Of the Estate's Assets, (B) Authorizing the*  
17 *Assumption and Assignment of Certain Executory Contracts and Unexpired Leases,*  
18 *and (C) Granting Related Relief (docket no. 1221, publicly available at docket no.*  
19 *1243) (the "Sale Motion").*

20 By way of the Sale Motion, the Trustee sought to confirm two sales of the  
21 Debtor's assets: (1) a sale to Team Maria Joaquin, L.L.C. and Maria Joaquin Basin,  
22 L.L.C. ("Team Maria"), of substantially all of the Debtor's assets in Santa Barbara  
23 and Kern Counties; and (2) a sale to Redu Holdings, LLC, of the Debtor's REDU  
24 assets in Orange County, California.

25 The leases originally excluded from the Team Maria sale are called: (1) East  
26 Valley Farms; (2) Gibson; (3) Harbordt; (4) Union Continental; (5) Fullerton; (6)  
27 Conoco; (7) Goodwin Fee; and (8) Righetti B. There are about 116 wells located on  
28 those eight leases. There were no leases excluded from the REDU sale.

1 The Trustee received several objections to the Motion from mineral interest  
2 holders (*docket nos. 1309, 1315, 1321, and 1323*), who also objected to the Sale  
3 Motion. However, the Trustee was able to resolve those objections as part of his  
4 Sale Motion and Union Oil Co. of CA and Chevron U.S.A. Inc. withdrew any  
5 objection they had at the hearing on October 14, 2020. The California Department of  
6 Conservation, Division of Oil, Gas & Geothermal Resources (“CALGEM”) and the  
7 County of Santa Barbara (“Santa Barbara”) did not oppose the relief requested in the  
8 Motion as originally filed.

9 On or about September 28, 2020, the Trustee filed his Omnibus Reply in  
10 support of the Abandonment Motion, which included a declaration of Tim Skillman  
11 (*docket no. 1337*).

12 On or about September 30, 2020, the Trustee filed his *First Supplement to the*  
13 *Abandonment Motion (docket no. 1343)* (the “First Supplement”). The First  
14 Supplement sought to specifically identify all the “orphan wells” that were not being  
15 sold in the Sale Motion and that the Trustee sought to abandon as part of the Motion.  
16 The First Supplement was served on all of the surface owners of record where the  
17 orphan wells were located.

18 The orphan wells are located on leases that have expired, terminated, and/or  
19 are no longer held by the Debtor. The Trustee does not believe that he actually owns  
20 and is able to sell the orphan wells because the Debtor does not have any possessory  
21 right to the premises where they are located, and any mineral rights that may have  
22 been owned by the Debtor have expired, terminated or been transferred. The orphan  
23 wells have in most instances all been idle, not producing, for decades.

24 The Trustee did not learn about the orphan wells until he was made aware of  
25 them by his landman on or about September 18, 2020, after the Motion was filed.  
26 Upon learning of the orphan wells, which the Debtor did not list as assets on its  
27 schedules, the Trustee investigated those wells and researched his rights therein. He  
28 also contacted oil and gas counsel to determine his rights and obligations with

1 respect to orphan wells. At no point in time did the Trustee operate any of the  
2 orphan wells.

3 On October 2, 2020, Windset Farms (California), Inc. (“Windset”), a surface  
4 owner, filed its initial objection to the Abandonment Motion along with two  
5 declarations in support thereof (*docket nos. 1353, 1354, and 1355*). Windset is a  
6 surface owner where one of the orphan wells is located. The Windset well is known  
7 as the “Union O’Donnell 2-6” well drilled by Union Oil in 1944 to a depth of 5,361  
8 ft. It was originally operated by Union Oil, last produced oil in 1994, and has been  
9 idle ever since. The Trustee believes that there are no current enforcement actions  
10 pending in relation to the Windset/Union O’Donnell 2-6 well.

11 On or about October 2, 2020, at the request of and as a courtesy to the Court,  
12 the Trustee filed his *Notice of Known Contracts to Be Abandoned and/or Rejected by*  
13 *the Trustee (docket no. 1356)* identifying the known contracts and/or leases,  
14 including the known parties thereto, that will likely be abandoned and/or rejected by  
15 the Trustee as part of the Abandonment Motion. The Trustee’s notice identified the  
16 eight leases excluded by Team Maria.

17 On October 5, 2020, at the hearing on the Sale Motion and the Abandonment  
18 Motion, CALGEM and Windset both appeared and the Trustee requested a  
19 continuance of the hearing on the Abandonment Motion so that those parties may file  
20 any further objections to the Motion. The Trustee had already alerted the Court that  
21 he would be requesting a continuance of the hearing on the Abandonment Motion  
22 because of CALGEM’s request. Although Windset appeared at the hearing on the  
23 Sale Motion, it did not oppose the Sale Motion (or either sale contemplated by the  
24 Sale Motion), any of the relief requested therein, or request a continuance of the  
25 hearing on the Sale Motion.

26 Ultimately, the Court continued the hearing on the Abandonment Motion to  
27 October 14, 2020, at 10:00 a.m., to permit CALGEM and Windset to file their  
28 supplemental oppositions to the Abandonment Motion. Santa Barbara, who also

1 appeared on October 5, 2020, did not object to the Abandonment Motion or request  
2 permission to file a late opposition.

3 On October 5, 2020, the Court approved the Trustee's sale to Team Maria of  
4 substantially all of the estate's assets in Santa Barbara County and Kern County,  
5 California and continued the Sale Hearing as to the REDU assets to October 8, 2020.

6 At the hearing on October 8, 2020, the Court approved the Trustee's sale to  
7 Redu Holdings, LLC, of the estate's REDU assets in Orange County, California.

8 On October 12, 2020, Windset filed its supplemental objection to the  
9 Abandonment Motion (*docket no. 1380*) and CALGEM filed its limited objection to  
10 the Abandonment Motion (*docket no. 1381*).

11 On October 13, 2020, Santa Barbara filed a joinder (*docket no. 1386*) in  
12 CALGEM's limited objection to the Abandonment Motion.

13 The sale orders confirming the Trustee's sales to Team Maria and Redu  
14 Holdings, LLC, were both entered on October 13, 2020, respectively (*docket nos.*  
15 *1393 and 1394*), and are now final.

16 On October 13, 2020, the Trustee filed his supplemental reply in support of the  
17 Abandonment Motion (*docket no. 1395*), which included the Trustee's detailed work  
18 plan, attached as Exhibit A thereto, for safely abandoning the respective wells and  
19 facilities on the leases to be abandoned.

20 The Trustee's abandonment work plan, as briefly disclosed in the prior  
21 declaration of Tim Skillman attached to the Trustee's Reply in support of the  
22 Abandonment Motion (*docket no. 1337*), involves disconnecting power, isolating  
23 active wells from pipelines by plugging or blinding lines at the wellhead, inspecting  
24 for leaks and making any necessary repairs, and locking valves or removing valve  
25 handles. The Trustee believes that this process avoids any imminent and identifiable  
26 harm to public health and safety.

27 The Trustee's work plan does not propose to purge any lines because it is not  
28 economically feasible, the cost alone is likely to exceed \$180,000, the Trustee does



1 not have any unencumbered cash to perform the work, and, more importantly, the  
2 process of purging the lines, most of which have been idle for 15 years or more,  
3 using hot water (to heat any cold, viscous crude in the lines) and vacuum trucks to  
4 push any hydrocarbons through the lines, could actually cause a spill and create an  
5 imminent risk of accidents. The Trustee's work plan also does not include taking  
6 any action with respect to the orphan wells because the Debtor does not hold those  
7 leases and the Trustee does not have access to those premises.

8 The Trustee is also not proposing to "plug and abandon" any wells on the  
9 leases to be abandoned or the orphan wells because plugging and abandonment is a  
10 long term issue with oil and gas wells and it is not an imminent and identifiable harm  
11 to public health and safety. Plugging and abandoning a well is the process of  
12 permanently sealing the well to isolate the hydrocarbon-bearing formation from  
13 water sources and prevent leakage to the surface. It is usually an "end of lease"  
14 obligation and requires considerable planning and coordination with service  
15 providers and regulatory authorities. In addition, although the cost to plug and  
16 abandon for an individual well is unknown (it depends on the depth, age, and  
17 condition of the well), in California it averages up to \$150,000 per well (and one is  
18 known to have cost \$450,000). Accordingly, the Trustee has neither the funds nor  
19 the time to "plug and abandon" any wells. A reasonable estimate to plug and  
20 abandon all of the wells sought to be abandoned might be as much as \$31,800,000.

21 On October 14, 2020, the Court held its continued hearing on the  
22 Abandonment Motion and, after hearing argument from the parties, including the  
23 Trustee, CALGEM, Santa Barbara, and Windset, set an evidentiary hearing on  
24 November 9, 2020.

25 Thereafter on October 20, 2020, the Court entered its Scheduling Order  
26 (*docket no. 1406*), which provides that:

27 The Court determined that the Trustee has met his  
28 initial burden of proof and his burden of persuasion under  
Bankruptcy Code section 554(a) to show that the property

1 to be abandoned is burdensome to the estate or is of  
2 inconsequential value and benefit to the estate. The Court  
3 sets a continued hearing to consider further the objecting  
4 parties' contention that the proposed abandonment is  
5 subject to the exception recognized by the Supreme Court  
6 in *Midlantic Nat'l Bank v. N.J. Dep't of Env'tl. Prot.*, 474  
7 U.S. 494 (1986). At the continued hearing, the Court will  
8 consider the appropriate legal standard for determining  
9 when and if the *Midlantic* exception is applicable, and  
10 receive live testimony to determine whether that legal  
11 standard has been satisfied with respect to the relief  
12 requested by the Trustee.

13 On October 23, 2020 the Trustee's sale to Redu Holdings, LLC, closed.

14 On October 28, 2020, the Trustee's sale to Team Maria, LLC, closed. The  
15 sale to Team Maria, ultimately, did not include an additional five leases that Team  
16 Maria excluded from the sale prior to closing. The Trustee is not seeking to abandon  
17 those five leases (and related wells) at this time as part of the Abandonment Motion  
18 and they will be part of a future motion to abandon or sale motion as the Trustee  
19 believes appropriate.

20  
21  
22 **B. Additional Steps Taken by Trustee After Abandonment Hearing**

23 After the hearing on October 14, 2020, the Trustee's staff met with CALGEM  
24 and Santa Barbara personnel and visited certain leases and wells. At trial the  
25 Trustee's witnesses will describe their efforts.

26  
27 **III.**

28 **ARGUMENT**

**A. Abandonment Standard**

As discussed in the Abandonment Motion, section 554(a) provides, in  
pertinent part, that:

After notice and a hearing, the trustee may abandon any  
property of the estate that is burdensome to the estate or  
that is of inconsequential value and benefit to the estate.

1 11 U.S.C. §554 (a). *See also In re Johnston*, 49 F.3d 538, 540 (9th Cir. 1995)  
2 (purpose of abandonment statute is to permit trustee to abandon property that  
3 consumes the resources and drains the income of the estate). In order to support a  
4 request for abandonment of an asset, a trustee must show that abandonment is the  
5 result of an intelligent decision made by a trustee on the basis of all reasonably  
6 available information. *Mele v. First Colony Life Ins., Co.*, 127 B.R. 82, 86 (D.D.C.  
7 1991).

8 *Midlantic National Bank v. New Jersey Dept. of Environmental Protection*,  
9 474 U.S. 494, (1986), does not prevent the Trustee from abandoning assets that may  
10 involve environmental issues. The Court in *Midlantic* made it clear that its decision  
11 was a “narrow” exception to the general rule of allowing liberal abandonment by a  
12 trustee, and specifically that the rejection of a trustee’s abandonment of a toxic waste  
13 site in violation of environmental laws, was a narrow one. *Id.* at 507 n.9. The Court  
14 in *Midlantic* went on to say that the trustee’s abandonment power “is not to be  
15 fettered by laws or regulations not reasonably calculated to protect the public health  
16 or safety from *imminent and identifiable harm*.” *Id.* (emphasis added); *see also In re*  
17 *L.F. Jennings Oil Co.*, 4 F.3d 887 (10th Cir. 1993) (affirming trustee’s decision to  
18 abandon former gas station on finding that same did not pose an immediate threat to  
19 public health or safety). As set forth in *Security Gas & Oil*, the Court's decision in  
20 *Midlantic*

21 does not support the proposition that the Trustee is not  
22 entitled to protection from state environmental laws where  
23 the environmental risk to the public is less extreme and  
environmental laws seriously interfere with the policies of  
the Bankruptcy Code.

24 *In re Security Gas & Oil, Inc.*, 70 B.R. 786 (Bankr. N.D. Cal. 1987) (citing *In re*  
25 *Oklahoma Refining Co.*, 63 B.R. 562, 565 (Bankr. W.D. Okla. 1986)).

26 For example, in *City of Beverly Hills v. Venoco LLC (In re Venoco LLC)*, 572  
27 B.R. 105, 108, 114-15 (Bankr. D. Del. 2017), the court permitted the debtor-in-  
28 possession to abandon an oil and gas production site with 19 unplugged wells located

1 on the grounds of Beverly Hills High School in California because the Court found  
2 that there was no immediate and identifiable harm to the general public, despite the  
3 site being approximately 80 feet from a home and less than 250 feet from a hospital.  
4 *Id.* at 112. The Court concluded that the remedy available to the state of California  
5 (CALGEM), among others, in *Venoco* was to file a claim in the bankruptcy  
6 proceedings. *Id.* at 116.

7 Not all bankruptcy courts have read *Midlantic* as creating the imminent and  
8 identifiable harm test. For example, in *In re Am. Coastal Energy Inc.*, 399 B.R. 805,  
9 813 (Bankr. S.D. Tex. 2009), the U.S. Bankruptcy Court of the Southern District of  
10 Texas read the *Midlantic* opinion to “require the Court to determine whether the  
11 debtor is violating a statute ‘reasonably designed to protect the public health or safety  
12 from identified hazards,’ not the extent to which particular conduct imposes actual  
13 and imminent threats.” *Id.*; see also *In re Wall Tube & Metal Prods. Co.*, 831 F.2d  
14 118, 122 (6th Cir. 1987).

15 However, in the majority of cases since the *Midlantic* decision, Courts have  
16 read the exception to abandonment narrowly, as proposed by the Trustee and as set  
17 forth in *Venoco*, 572 B.R. at 114, by applying the exception and disallowing  
18 abandonment only where there is an imminent and identifiable harm to the public  
19 health or safety. See *In re Unidigital, Inc.*, 262 B.R. 283, 286 (Bankr. D. Del. 2001)  
20 and *In re Howard*, 533 B.R. 532, 545–47 (Bankr. S.D. Miss. 2015), which provide  
21 exhaustive lists of cases that have held that the narrow *Midlantic* exception applies  
22 only where there is an imminent and identifiable harm to the public health or safety.

23 Once the Trustee has met his burden under section 554(a) of the Bankruptcy  
24 Code of proving that property to be abandoned is either burdensome to the estate or  
25 is of inconsequential value and benefit to the estate, which the Court has already  
26 found he has done here, the burden then shifts to the party opposing abandonment  
27 under the *Midlantic* exception to prove facts that would support application of the  
28 *Midlantic* exception. *In re St. Lawrence Corp.*, 248 B.R. 734, 740-41 (D.N.J. 2000).

1 *See also In re Howard*, 533 B.R. 532, 547 (Bankr. S.D. Miss. 2015) (finding that the  
2 objector did not meet its burden of proof to show that contaminated property posed a  
3 risk of immediate harm).

4 In *St. Lawrence Corp.*, the Court noted that the restrictions on abandonment  
5 identified in *Midlantic* do not apply unless each of the following conditions has been  
6 demonstrated:

- 7 (1) an identified hazard exists that poses a risk of imminent and  
8 identifiable harm to the public health and safety;
- 9 (2) abandonment of the property will violate a state statute or  
10 regulation;
- 11 (3) the statute or regulation being violated is reasonably  
12 designed to protect the public health and safety from  
imminent and identifiable harm caused by identified  
hazards; and
- 13 (4) compliance with the statute or regulation would not be  
14 onerous as to interfere with the bankruptcy administration  
itself.

15 *Id.* at 739-40.

16 Here, the Court has already found that the Trustee has met his initial burden to  
17 show that the assets to be abandoned are of inconsequential value and burdensome to  
18 the estate and Windset, CALGEM, and Santa Barbara have not and cannot meet their  
19 burden to show that the narrow exception in *Midlantic* to abandonment should apply.  
20

#### 21 IV.

#### 22 CONCLUSION

23 The Abandonment Motion should be granted. The Trustee further prays for all  
24 other appropriate relief.  
25  
26  
27  
28

1 DATED: November 2, 2020

DANNING, GILL, ISRAEL &  
KRASNOFF, LLP

2  
3  
4 By: /s/ Aaron E. de Leest

AARON E. DE LEEST

5 Attorneys for Michael A. McConnell,  
6 Chapter 11 Trustee  
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**PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): TRUSTEE'S PRE-HEARING BRIEF FOR EVIDENTIARY HEARING ON: TRUSTEE'S MOTION FOR AN ORDER AUTHORIZING THE ABANDONMENT OF ANY UNSOLD ASSETS AND REJECTION OF ANY UNSOLD UNEXPIRED LEASES AND/OR EXECUTORY CONTRACTS will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On November 2, 2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:** On November 2, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy thereof (without the service list) in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

<u>Debtor</u>	<u>Debtor</u>
HVI Cat Canyon, Inc.	HVI Cat Canyon, Inc.
c/o Capitol Corporate Services, Inc.	630 Fifth Avenue, Suite 2410
36 S. 18th Avenue, Suite D	New York, NY 10111
Brighton, CO 80601	

☐ Service information continued on attached page.

**3. SERVED BY EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on October 2, 2020, I served the following persons and/or entities by email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 2, 2020  
\_\_\_\_\_  
*Date*

Beverly Lew  
\_\_\_\_\_  
*Printed Name*

/s/ Beverly Lew  
\_\_\_\_\_  
*Signature*

**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)**

Anthony A Austin on behalf of Creditor California Department of Toxic Substances Control  
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